

1 Ira S. Somerson, CPP
2 a backup with the woman who was giving him his
3 rights and I saw and I had that information, I would
4 not have permitted those officers to respond to
5 Mr. Schorr's home without a full and complete
6 disclosure of what I had seen, for fear of their
7 own -- of themselves being exposed to violent risks.

8 Q. Well, what specific information are you
9 stating that the hospital should have provided the
10 police in order to assist them?

11 A. Well, I've already stated it. I'd be at risk
12 at stating it a different way a second time. So I
13 would like my testimony to stand as to why I, as a
14 lay person and as a security management consultant,
15 believe that he was potentially a violent person. I
16 do not believe the police knew that when they left
17 the hospital the first time.

18 Q. Well, what specific information should the
19 hospital have provided?

20 A. Everything that transpired. Literally
21 everything. You're sending armed police officers
22 into a private home.

23 Q. I forgot to ask you, Mr. Somerson, did you
24 send any e-mails to Mr. Williams or his firm
25 relative to this case?



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2 A. If I had, there would be copies of them in
3 the file. I print every mail I produce.

4 Q. Are you planning to prepare any exhibits for
5 your testimony in a trial in this case?

6 A. Not unless requested to do so. At this point
7 I know of nothing.

8 Q. And you haven't prepared any, I assume?

9 A. Not yet.

10 Q. Your report doesn't reference what I would
11 call in legal terms causation?

12 A. Proximate cause?

13 Q. Yes. Does it?

14 A. Yes, it does.

15 Q. Okay. Can you tell me where?

16 A. Bottom of Page 8, last paragraph, last
17 bulleted paragraph, last sentence.

18 Q. Where it says, "Properly advised local police
19 could have" --

20 A. "This failure was likely a
21 significant-producing cause of plaintiff's ultimate
22 loss of life."

23 Q. So are you saying the failure from that
24 bullet comment or all of the aforementioned --

25 A. Aforementioned. If you look at Page 7 of 8,



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2 I mention it again, last sentence. First bullet,
3 last sentence.

4 I was shocked when you said that,
5 because I very often never fail to do that.

6 Q. All right. But, specifically, those are the
7 only two bullets where you state that the --

8 A. Yeah. I'm not usually that obtusive about
9 it.

10 Q. When evaluating a significant-producing
11 cause, is it important to know other
12 significant-producing causes?

13 MR. PENNINGTON: If any.

14 BY MR. YANINEK:

15 Q. If any exist.

16 A. Well, that's the point, if any exist. And I
17 didn't -- this is as far as I've gotten into the
18 case. And I believe the ones that I've evaluated
19 are the producing causes, and I'm perfectly
20 comfortable with my opinion as written.

21 Q. But in order to evaluate, I guess, how
22 significant a cause is in producing an incident, is
23 it important to know other potential causes?

24 A. Well, that's a "what if," and I don't know
25 what the "what if" is, so it's hard to answer the



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2 question.

3 My report stands. If there are other
4 facts made available to me and you ask me are they
5 also probable causes, then I have to evaluate them
6 on other information. But based on what I reviewed,
7 based on my report, I'm perfectly happy and content
8 with what I've written, and I stand behind it.

9 Q. So I guess it's fair to say you didn't
10 evaluate Mr. Schorr's illegal drug use of ecstasy as
11 a potential cause for the event's occurrence?

12 A. If it's not listed, then I didn't.

13 Q. And you didn't evaluate his failure to take
14 his prescribed psychotropic medication as a
15 potential cause?

16 A. If it's not discussed, then I didn't.

17 MR. PENNINGTON: Can I just -- if you
18 want him to leave or we can go in the other room.
19 We're talking about why he eloped or the failure of
20 security? I'm confused at this point.

21 MR. YANINEK: I'm talking about the
22 causation of the incident.

23 MR. PENNINGTON: Why he ran out of the
24 door? Why he went -- Hightower, or whatever her
25 name is, came in and he ran out the door?



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2 THE WITNESS: Highfield.

3 MR. PENNINGTON: Is that what you're
4 talking about?

5 MR. YANINEK: No.

6 Off the record.

7 (Discussion held off the record.)

8 BY MR. YANINEK:

9 Q. Mr. Somerson, you have a rate, an hourly
10 rate, I guess, for work. Deposition testimony, is
11 there a different rate for that?

12 A. It's just a fixed rate. It doesn't apply
13 against an hourly, because I have to expose an
14 entire day. I don't know how long the deposition --
15 I can't plan anything else for the day and I have to
16 prepare for that deposition. So I've established a
17 set rate that I charge for either trial or
18 deposition. And the only other expense adding to
19 that would be any per diem expenses to get to where
20 it's at.

21 Q. I paid you today a check, or yesterday
22 actually, check for \$1600?

23 A. Yes. Thank you.

24 Q. And that is your rate?

25 A. For today.



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2 Q. Your daily rate for either deposition or
3 trial testimony?

4 A. As long as I don't have to travel somewhere
5 else. Then the only thing to add to that would be
6 per diem expenses at cost.

7 Q. Excluding costs and expenses, your rate to
8 testify per day is \$1600?

9 A. Yes, sir. Sorry if that was muddled.

10 MR. PENNINGTON: Well, it was just a yes
11 or a no. It's a fairly simple, straight-forward
12 question.

13 THE WITNESS: I'm sorry.

14 BY MR. YANINEK:

15 Q. And any amount of preparation prior to
16 testimony would be on an hourly rate basis?

17 A. And charge there.

18 Q. And you've pointed to plaintiffs' counsel?

19 A. Yes.

20 MR. YANINEK: I'm going to let Mr. Hauck
21 go. I think I'm pretty much done. I want to see if
22 he has any questions.

23 BY MR. HAUCK:

24 Q. Hi, Mr. Somerson. My name is Greg Hauck and
25 I represent the police department in this case.



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2 This report indicates that it's a
3 preliminary report?

4 A. Yes.

5 Q. Do you intend at some point to prepare a
6 supplemental or some type of additional report?

7 A. As a matter of practice, I always label my
8 reports preliminary, only so that if I'm asked by my
9 client to render any following reports or amended
10 reports, they flow as an amendment to.

11 99.9 percent of the time my preliminary
12 report stands as my report. But it's just an
13 opening for procedural qualification.

14 Q. Do you have any intentions right now to
15 prepare an additional report in this case?

16 A. No.

17 Q. Have you been asked to prepare an additional
18 report in this case?

19 A. No.

20 MR. HAUCK: I have no further questions.

21 MR. PENNINGTON: I have none.

22 MR. YANINEK: Let me just check. I'm
23 pretty sure I'm done, too.

24 BY MR. YANINEK:

25 Q. Mr. Somerson, do you advertise in order to



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2 obtain cases or referrals in forensic matters?

3 A. I'm listed in various directories. That's as
4 far as it goes.

5 Q. What directories are you listed in?

6 A. I have no idea. That's a -- you pay to be in
7 one. The next thing you know you're in seven,
8 because other people pick up on the name in their
9 own directory. I know that I'm in two.

10 Q. Okay.

11 A. And that is the New Jersey Law Journal, which
12 takes in the whole eastern seaboard, and the Legal
13 Intelligencer book, which covers the midatlantic
14 region area. And now I know I'm in about 20 others,
15 just because they picked up off of that. I have hot
16 links to my web site, which people can pick up on.
17 That's it. I do not pay for display advertising.

18 Q. Okay.

19 A. Oh, I'm also listed in Atla, A-T-L-A, and the
20 DRI, Defense Research Institute's database. But
21 everybody is. That's just the standard.

22 Q. Do you send out any mailings --

23 A. No.

24 Q. -- to --

25 A. Absolutely not.



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2 MR. PENNINGTON: Let him finish.

3 THE WITNESS: I'm sorry.

4 BY MR. YANINEK:

5 Q. Any mailings to lawyers advertising your
6 services?

7 A. No.

8 Q. Do you send out any what I guess would be
9 referred to unkindly as spam e-mails to law firms or
10 lawyers?

11 A. God forbid.

12 Q. You do not?

13 A. I do not.

14 MR. YANINEK: Thank you, Mr. Somerson.

15 THE WITNESS: Thank you. I appreciate
16 your time.

17 (Witness excused.)

18 (Deposition concluded at 12:50 p.m.)

19 - - -

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WITNESS:

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By Mr. Hauck

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1
2 CERTIFICATE

3 I HEREBY CERTIFY that the proceedings,
4 evidence and objections are contained fully and
5 accurately in the stenographic notes taken by me
6 upon the foregoing matter on December 4, 2002,
7 and that this is a true and correct transcript of
8 same.

9
10
11 *Michele L. Murphy*
12

13 _____
14 MICHELE L. MURPHY

15 RPR-Notary Public
16
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Schorr v.

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December 4, 2002

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Lawyer's Notes

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

KEITH I. SCHORR and SUSAN
SCHORR,

Plaintiffs

v.

WEST SHORE REGIONAL POLICE
COMMISSION, HOWARD DOUGHERTY,
CUMBERLAND COUNTY, and HOLY
SPIRIT HOSPITAL,

Defendants

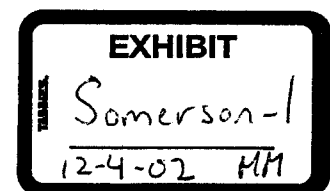
JURY TRIAL DEMANDED

NO.: 1:CV-01-0930

NOTICE OF EXPERT DEPOSITION

TO: **Ira S. Somerson**
c/o Stephen S Pennington Esquire
Williams, Cuker and Berezofsky
One Penn Center at Suburban
1617 JFK Boulevard, Station Suite 800
Philadelphia PA 19103

PLEASE TAKE NOTICE that pursuant to the Federal Rules of Civil Procedure, the Defendants, Holy Spirit Hospital and Cumberland County, will take the deposition of **Ira S. Somerson** on **Wednesday, December 4, 2002, commencing at 10:00 a.m., to be held at the offices of Williams Cuker Berezafsky, One Penn Center at Suburban Station, 1617 J.F.K. Boulevard, Suite 800, Philadelphia, Pennsylvania 19103** for the purposes of discovery or for use at trial, or for both purposes, before a person authorized to render an oath on all matters not privileged, which are relevant and material to the issues and subject matter involved in the above-captioned matter. **The deponent is requested to bring all documents, files, diaries, notes, billing records, time sheets, correspondence, draft reports, e-mail and any other document in his possession relating to the above matter. The deponent is also requested to bring a list of cases in which he has testified as an expert witness at**



trial or by deposition witness during the preceding four years and all brochures, advertisements, correspondence directed to attorneys or insurance companies relating to the retention of you for this case.

METTE, EVANS & WOODSIDE

By: 

John F. Yarnsek, Esquire
Sup. Ct. I.D. No. 55741
3401 North Front Street
P. O. Box 5950
Harrisburg, PA 17110-0950
(717) 232-5000
Attorneys for Defendants,
Holy Spirit Hospital and Cumberland County

DATE: November 20, 2002

CERTIFICATE OF SERVICE

I, JOHN F. YANINEK, ESQUIRE, hereby certify that I am serving a copy of the foregoing document upon the person(s) and in the manner indicated below, which service satisfies the requirements of the Federal Rules of Civil Procedure, by depositing a copy of same in the United States Mail at Harrisburg, Pennsylvania, with first-class postage, prepaid, as follows:

Gerald J. Williams, Esquire
Williams, Cuker and Berezofsky
One Penn Center at Suburban Station
1617 JFK Boulevard, Suite 800
Philadelphia, PA 19103-1895

David J. MacMain, Esquire
Montgomery, McCracken, Walker & Rhoads, LLP
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METTE, EVANS & WOODSIDE

By: _____

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Attorneys for Defendants Holy Spirit Hospital
and Cumberland County

DATE: November 20, 2002

	Initial
Prepared By	
Approved By	

WILLIAMS- PHONE: 215-557-0099 FAX: 215-557-0673 PENNINGTON - PHONE: 215-557-0099 FAX: 215-557-0673		225. 2500
2002		
1	1/1 review written report/verbal	2.00
2	10/10 review (1-10)	7.50
3	29 Completed final report	7.75
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EXHIBIT
Somerson-2
12-4-02 MM

LMC LOSS MANAGEMENT CONSULTANTS, INC.

Mail: P.O. Box 775, Plymouth Meeting, PA 19462 Ship: 650 Sentry Parkway, Suite One, Blue Bell, PA 19422

October 29, 2002

Gerald J. Williams
Attorney at Law
Williams, Cuker & Berezofsky
One Penn Center at Suburban Station
1617 J.F.K. Boulevard, Suite 800
Philadelphia, PA 19103-1819

RE: Our File #7889: Schorr v. Cumberland County, et al.
Report and Opinion: Ira S. Somerson, BCFE, CPP ("CONSULTANT")

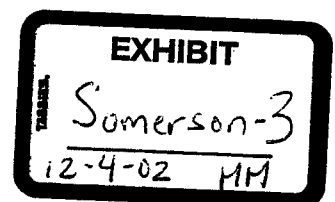
Dear Mr. Williams,

As per your instructions a review of the above captioned matter was conducted to evaluate the security program provided by the operators of Holy Spirit Hospital ("Defendants"), 502 North 21st Street, Camp Hill, PA ("subject location") on Saturday, November 18, 2000, at approximately 8:45AM. On this date and approximate time two West Shore Regional police officers brought Ryan Schorr, ("Plaintiff" - deceased) to the subject location under Act 302 (50 P. S. § 7302 - involuntary commitment). Plaintiff was not handcuffed and was escorted to Room 17, a seclusion room in the emergency department of the subject location. Plaintiff was assessed by Carol Joerger, RN and examined by Dr. David Spurrier, MD, a doctor in the emergency department. Hospital security was called and responded to the emergency room. Plaintiff told staff he was waiting for his limo and body guard and that he had to go to Washington to work for the President. Crisis worker on duty, Candice Highfield, entered Room 17 to read Plaintiff his patients rights but was shoved out of the door by Plaintiff who eloped. Nurse Joerger called a Red Alert at the hospital and then called 911. Nurse Joerger told 911 that the patient was in a psychosis state and was homicidal, however, the police officers who responded to Plaintiff's home were not advised by police dispatch of these conditions. Police responded to the residence of Plaintiff and during their attempt to return Plaintiff to the subject location the Plaintiff was shot and killed ("subject incident").

PRELIMINARY REPORT:

To date of this preliminary report, the following materials have been reviewed:

1. Transcript of Deposition, Charles Sterling



File #7889: Report and Opinion
Schorr v. Cumberland County, et al.

Privileged and Confidential Client Work Product
Ira S. Somerson, BCFE, CPP

2. Plaintiff's First Set of Interrogatories Addressed to Defendant Holy Spirit Hospital and Defendant Holy Spirit Hospital's Response to Plaintiff's First Set of Interrogatories
3. Transcript of Deposition, Cory Graby, 8/30/02
4. Transcript of Deposition, Candace Highfield, 8/30/02
5. Transcript of Deposition, Howard Dougherty, 8/22/02
6. Transcript of Deposition, Gary Berresford, 5/28/02
7. Transcript of Deposition, Harry Hart, Jr., 5/28/02
8. Transcript of Deposition, Steve Buccifero, 8/30/02
9. Holy Spirit's Responses to Plaintiff's Request for Production of Documents
10. Holy Spirit Hospital's Responses to Plaintiff's Request for Production of Documents to Police Officers Berresford and Hart
11. Plaintiff's Complaint, May 25, 2001

FORESEEABILITY:

The nature and degree to which Defendants were required to provide a security program at the subject location on November 18, 2000 was directly related to the likelihood (foreseeability) that the subject incident could occur (elopement or violent/aberrant behavior by Plaintiff). The degree to which this type of incident could occur during the involuntary commitment of Plaintiff would determine what reasonable precaution, through a planned security program, Defendants should have taken to deter, detect, deny, and respond to this likelihood. It is important to review the facts surrounding Plaintiff's 302 Commitment on November 18, 2000 and determine if Defendants security program was an adequate response to the conditions that did exist to deter, detect, deny, respond to and or recover from potential risks.

- Included in Defendants' response for production of documents were the total number of 302/Mental Health Elopements from 1996 to the date of the subject incident at the subject location:

DATE	LOCATION
04/18/97	Emergency Room
08/15/97	Psych Inpatient

DATE	LOCATION
01/25/98	Psych Inpatient
11/10/98	Emergency Room
07/03/98	Emergency Room
05/11/00	Emergency Room
11/14/00	Psych Inpatient

NOTE: The above record of persistent prior elopements from the subject location is reprehensible and clearly indicates that Defendants existing security program had failed to provide a level of security that would adequately deter and/or deny elopements from occurring. Defendants knew or should have known that elopements and their potential for violent incidents was a predicable risk and that their existing security program was below a standard security industry practice (standard of care).

- In establishing what if any security risks are likely to occur in an Emergency Room, it is first highly relevant to consider the "inherent" risks (resulting from operational characteristics) that will occur.

"...Substance abuse and psychiatric disorders are among the main factors contributing to violence in the emergency department..."¹

Hospitals are therefor required to continuously assess their levels of security risk with each and every involuntary assessment they oversee.

"The key to risk assessment is the identification of threats and opportunities. Risk cannot be measured, prioritized, or managed until it has been identified. Risk identification involves speculating about the relevant threats (and possibly opportunities) that could affect an organization and its ability to achieve it business goals. The three main approaches to risk identification are:

¹ Violence in the Emergency Department: A survey of Health Care Workers, Christopher M.B. Fernandes, MD, Emergency Medicine and Occupational Health and Safety, and Nursing Research, St. Paul's Hospital, Vancouver, BC, November 16, 1999, Canadian Medical Association.

Exposure Analysis: The identification of risks that could affects assets.

Environmental Analysis: The identification of risks that could affect operations.

Threat Scenarios: Specialized risk identification for frauds and /or disasters...

Identifying Inherent Risk: Generating Ideas

In the third part of Risk Identification, the auditor is supposed to "identify the inherent business risks." Two things are required:

- A thorough understanding of the business processes of the organization...
- A means to generate a reasonable list of possible risks."²

■ In the transcript of Deposition, Cory Graby, 8/30/02

- p 8-9 Mr. Graby was a security officer for Holy Spirit Hospital. He did not carry a weapon or handcuffs. His equipment included a flashlight and latex gloves. Deponent spoke with the police officers who brought Mr. Schorr into the hospital. He had very little verbal contact with Ryan Schorr. He was not equipped with a two-way radio for communication to other hospital staff or local police.
- p 10-14 Mr. Schorr was placed into Room 17 at ECU by the two police officers. Deponent entered the room to place a hospital wristband on Mr. Schorr's wrist. Deponent did not assist in physically placing Mr. Schorr into the seclusion room. Mr. Schorr stated that he did not wish to have a wristband placed on his arm. He did not appear angry or agitated at this time. Mr. Schorr stated that he planned on buying the hospital and blowing it up. He stated that he would not be touched without his bodyguard being present.
- p 15 Mr. Schorr stated that he wanted his limo brought around. He said he was on a mission for the President or something to this effect. Mr. Schorr stated that he had a license to kill. Mr. Graby placed Mr. Schorr's wristband on the bed and exited the room. The door

²

Business Risk Assessment, Chapter 5, Risk Identification (pp.29-34), The Institute of Internal Auditors, David McNamee, CIA, CISA, CFE, CGFM, FILA(M), Agust, 1999.

to the room was closed and locked. Mr. Graby stood about 10 feet outside of the room.

p 21-2 Mr. Graby was called away from the emergency department about 10-15 minutes after Dr. Spurrier examined Ryan Schorr. He does not recall where he was called away to.

■ Summary of Statement Given by Carol Joerger:

On 11/18/00 at approximately 8:30AM, two West Shore Regional police officers brought in Ryan Schorr. Mr. Schorr was not handcuffed and was escorted to Room 17 in the Emergency Room. Security for the hospital was called. Candice Highfield from nursing was standing by as Nurse Joerger proceeded to get an assessment of Mr. Schorr. Mr. Schorr was pacing back and forth and cursed at Nurse Joerger. The patient told Nurse Joerger that he had a busy afternoon and had to get to Washington to work for the President. She then exited the room. The door was locked. The police had left the premises, but the security officer was present. Nurse Highfield called Ryan's mother while Doctor Spurrier went into the room and examined Mr. Schorr. Dr. Spurrier then left. At some point after Dr. Spurrier left the room, nurse Highfield unlocked the door and entered room 17. Her purpose for entering was to advise Mr. Schorr of his rights. At this point Plaintiff shoved Nurse Highfield aside and swung the door to room 17 open and bolted outside and away from the subject location. Nurse Joerger called for a red alert and dialed 911. She told the police that Ryan Schorr eloped from the hospital and was belligerent, in a psychosis state and was homicidal.

■ Summary of Statement by David J. Spurrier, MD:

Dr. Spurrier examined Mr. Schorr who was brought into the hospital on a 302 commitment filed by his roommate because of violent behavior. Police brought him to the hospital and Plaintiff was placed in room 17 behind a locked door. Dr. Spurrier examined Ryan Schorr while security waited outside. The patient was sitting on the side of the bed and talking loudly and rapidly. He would not speak to the doctor. Dr. Spurrier asked if he could examine Mr. Schorr and he agreed. Dr. Spurrier examined his heart and lungs and was then told that this was all he was permitted to do. Mr. Schorr asked the doctor to get his limo with his body guard. The doctor told the patient he needed medication and the Plaintiff refused to take it without his bodyguard or lawyer present. Dr. Spurrier told him that he would hold off on medication as long as Mr. Schorr was quiet and cooperative. The doctor exited the room and closed the door. The doctor filled out a 302 commitment since the patient was psychotic and hallucinating and then discussed the situation with the crisis worker. Dr. Spurrier went to examine another patient and shortly thereafter was informed that Mr. Schorr had eloped.

- Howard Dougherty (Chief of the West Shore Regional Police Department), 8/22/02 stated in his deposition that when executing a 302 order or warrant, his officers are told to never go alone. Officers are told to call for backup. There is no restriction on an officer in West Shore to call for another officer's assistance outside from a neighboring department. Officers also have access to outside crisis agencies in handling 302 cases, including Cumberland County MH/MR personnel.

Opinion:

Considering over 40 years professional hands-on experience in related security management and risk assessment matters, participation with and/or study of relevant research in the field of Security Management, reliance upon an extensive body of knowledge, benchmarking similar environs with regard to applying standard security industry practices (standard of care), CONSULTANT'S review of the above noted materials, and within a reasonable degree of professional certainty, CONSULTANT opines the following:

- Defendants failed to assess their foreseeable security risks arising from the services they performed in relationship to admitting 302 involuntary commitments, especially with regard to the admission of Plaintiff, 11/18/00.
- Defendants' persistent history (prior to the subject incident) at the subject location provided Defendants notice that their security program was inadequate and needed to be upgraded so that it could adequately deter, detect, deny, respond to and/or recover from security risks arising from elopements from the Emergency Department and Psych Unit.
- The comments and behavior of Plaintiff, as observed and overheard and subsequently described by Defendants' nursing and medical staff in Room 17 of the subject location, exhibited an obvious potential for Plaintiff to elope and/or be potentially dangerous to himself and/or other persons.
- Howard Dougherty (Chief of the West Shore Regional Police Department), expressed his concern for the risks associated with involuntary commitments and associated elopements.
- The subject incident involving Plaintiff's elopement from Room 17 of the subject location on November 18, 2000 and the ensuing violent and aberrant behavior by Plaintiff **was foreseeable**.

- Defendants' failure to perform a reasonable risk assessment while overseeing Plaintiff's involuntary commitment led to a sequence of events that Defendants should have known and then been avoided. A standard risk assessment procedure, using standard security industry practices (standard of care) would have identified Plaintiff's aberrant behavior and his potential to elope and/or become involved in violent behavior. Consequently Defendants' failure to adequately assess their risks during Plaintiff's involuntary commitment and/or to adequately oversee its implementation was a significant producing cause of the subject incident.

ADEQUACY OF DEFENDANTS' SECURITY PROGRAM:

Opinion:

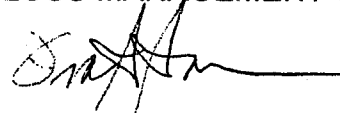
Considering over 40 years professional hands-on experience in related security management and risk assessment matters, participation with and/or study of relevant research in the field of Security Management, reliance upon an extensive body of knowledge, benchmarking similar environs with regard to applying standard security industry practices (standard of care), CONSULTANT'S review of the above noted materials, and within a reasonable degree of professional certainty, CONSULTANT opines the following:

- Defendants failed to adequately assess their potential for serious security risks occurring on November 18, 2000 while conducting an involuntary commitment of Plaintiff. Considering the number of prior elopements, this failure was reprehensible.
- On November 18, 2000, it was apparent that Defendants had failed to adequately train and supervise their in-service medical, nursing, medical support staff and security officer in the appropriate manner of conducting involuntary commitments.
- Under no circumstance should the Defendants' security officer, Cory Graby, have been permitted to leave the Emergency Room area while an involuntary commitment was in process without a sufficient number of adequately trained personnel to substitute on his behalf.
- Defendants' failure to provide adequate contingency planning that would have permitted Cory Graby to remain in the Emergency Room was a significant producing cause of the subject incident.

- At all times during Plaintiff's involuntary commitment on November 18, 2000, no less than two experienced and well trained crisis workers should have been present (preferably one crisis worker and one security officer) to deter, detect, deny and/or respond to any attempt of elopement. The obvious nature of Plaintiff's attitude and demeanor made it mandatory that every effort be made to deter and deny Plaintiff from considering elopement. Ms. Highfield's entrance into Room 17 alone, considering the circumstances that did exist, was a failure of security industry practices (standard of care) and should not have been permitted to happen with less than two trained persons.
- Each of the reprehensible failures noted above by Defendants was a significant contributing cause to Plaintiff's elopement on November 18, 2000.
- Finally, it was Defendants' duty to advise in full detail the circumstances under which Plaintiff had eloped from the subject location as well as communicating to the police his mental condition. Defendants' failure to provide a detailed report to the police of Plaintiff's mental state and illness left responding police personnel, dispatched to return Plaintiff to the subject location, with inadequate information to support the manner of handling Plaintiff's recovery. This lack of adequate information and sufficient warning hampered their ability to understand the response that should have been used. Properly advised, local police could have requested that a specially trained crisis worker assist in the recovery of Plaintiff. This failure was likely a significant producing cause of Plaintiff's ultimate loss of life.

CONSULTANT reserves the right to amend this preliminary report pending his review of other facts. If there are any questions with regard to the above, please let me know. Thank you.

Very truly yours,
LOSS MANAGEMENT CONSULTANTS, INC.



Ira S. Somerson, BCFE, CPP

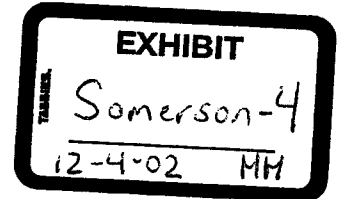
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LMC LOSS MANAGEMENT CONSULTANTS, INC.

Mail: P.O. Box 775, Plymouth Meeting, PA 19462 Ship: 650 Sentry Parkway, Suite One, Blue Bell, PA 19422

September 9, 2002

Gerald J. Williams
Attorney at Law
Williams, Cuker & Berezofsky
One Penn Center at Suburban Station
1617 J.F.K. Boulevard, Suite 800
Philadelphia, PA 19103-1819



RE: Our File #7889: Schorr v. Cumberland County, et al.

Dear Mr. Williams,

This will acknowledge receipt of your letter, 8/28/02, and retainer. Thank you. As per your instructions, the following is a preliminary outline of issues - some of which your existing discovery may have already identified. I have enclosed a copy of section 302 of the act (50 P.S. § 7302). You probably have this, but as I am referring to my copy I have enclosed same.

- The act does not specify what security arrangements must be made but does state (j) (7): "Before any facility is designated as the provider of involuntary emergency examination and treatment, the administrator shall have specified in writing the procedures to be followed by his office and those facilities to be designated in carrying out of the responsibilities of section 302 ©)(2) of the act (50 P.S. § 7302 ©)(2)...." Do you have a copy of these procedures that Defendant was required to prepare?
- Defendants security operations/departments should have the following:
 - Standing Operations Procedures (S.O.P.) that contains generic policy and procedures for security officer training. Does this manual have any mention of what security should do in the event of an involuntary commitment?
 - Emergency Procedures Manual that contains specific response procedures to be used for certain events. Is an involuntary commitment and/or elopement included in these procedures?
 - Request copies of all training curriculum for security officers to determine if they include instructions for overseeing involuntary commitments.
 - Does the hospital have any policy/procedures for other support staff that are employed in the Emergency Room that identify what coordination should exist between security and other personnel in an emergency?

Telephone: (610) 279-5450 or (800) 848-4308 Fax: (610) 279-3548
E-Mail: iss@securityoffice.com Web Site: www.securityoffice.com

- Do security and Emergency Room personnel ever meet to discuss liaison issues during an emergency (e.g. involuntary commitment; gang related incidents, etc.)? If yes, obtain copy of meeting agenda if they exist.
- It is common for the security officer assigned to E.R. to be called away for other emergencies. However, this must be clarified; especially after an involuntary commitment has taken place with a need to oversee same.
 - Exactly why was the officer assigned to E.R. called away.
 - Does the hospital have a contingency plan for security support from other staff when the security officer is called away?
 - How many security officers were assigned to the hospital on the date and time of the subject incident? Was it sufficient staffing for the foreseeable risks of the hospital for that day of the week and time? Did the officer get called away due to the hospital not having adequate coverage?
 - If the officer in E.R. was absent for personal reason (e.g. personal break, lunch, etc.) what procedures existing to relieve this officer?
- What process was immediately taken to identify the potential danger presented by the Plaintiff's involuntary commitment?
 - When first admitted, was the Plaintiff examined?
 - Did they ascertain his risk potential?
 - Did they provide the Plaintiff with any medication to mitigate threat potential?
 - Subject, other than being placed in a locked room, was not placed in any physical restraints. Why? Who made this determination?
 - How long was Plaintiff in the locked room before being seen by anyone once placed in the room?
 - How long after Plaintiff was placed in the locked room, did the female person who opened the door take to respond to Plaintiff (when elopement occurred)? Was she briefed in any way of Plaintiff's condition?
 - What training (crisis intervention/resolution) did the female person who went to visit with Plaintiff have?
- If the female person who opened the door was not briefed of Plaintiff's condition, why did she do this **alone** (including no security officer in the E.R.)?
- What policy and procedures (security and general hospital personnel) exist in the event of an elopement.
 - How soon after the elopement did Defendant take to respond. What was their response (in detail)?
 - Was there training and simulated exercises that trained personnel what to do in the event of an elopement? Other emergencies?

- Obtain incident histories of other elopements at Defendant's hospital. Did Defendant maintain a relational database that stored their incident history? If yes, I will provide you with a list of questions to be asked and what reports to generate from this relational database. What was the name of the software used to track incidents?

I wanted you to have this as soon as possible. I will be out of the office all week, but available by cell phone (215-570-6235) or you can leave a message on my voice mail (610) 279-5450 which I monitor throughout each day.

Very truly yours,
LOSS MANAGEMENT CONSULTANTS, INC.

Ira S. Somerson, BCFE, CFE, CPP
President

ISS:mvh
Enclosure
cc: Stephen S. Pennington, Esquire

**Williams
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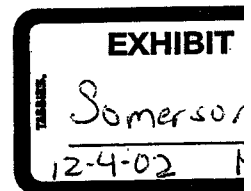
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October 10, 2002

7889
10-11-02

Ira S. Somerson, BCFE, CFE, CP
President
Loss Management Consultants, Inc.
P.O. Box 775
Plymouth Meeting, PA 19462

Re: *Schorr v. West Shore Police Commission, et al.*
Your File #7889



Dear Ira:

Yesterday, we took the deposition of Carol Joerger, the "charge nurse" in the Emergency Department at Holy Spirit on the Saturday on which Ryan Schorr was killed. Although, of course, we will send you the transcript itself when it is prepared, I thought it important to give you advance notice of some of the things she said.

First, we related that Candace Highfield, the crisis intervention worker who entered Ryan's "seclusion room" alone, was approaching the room just as Joerger was returning from a break. Joerger did not realize that Highfield was going to enter the room. If she had, she would have stopped her, because she simultaneously noticed that the security guard was no where in the area. This is contrary to "standard operating procedure," and in Joerger's 16 years' experience, a guard is always in the ER when a "302" patient is there, until the patient is completely "processed." Joerger said that this was particularly important in Ryan's case, as she believed that he was "delusional" (not violent, but agitated and threatening violence if he were not permitted to leave).

As things happened, Highfield's attempted entry and Ryan's elopement were sudden, and occurred before Joerger could stop Highfield. Joerger then called a red alert.

When the security guard, Cory Graby arrived with the Red Alert team, Joerger asked him why he had left. He told her, "he was the only guard for the whole hospital" (we know from Mr. Sterling's deposition that this was in fact, true, on weekends at Holy Spirit).

Ira S. Somerson, BCFE, CFE, CP
Page Two
October 10, 2002

Joerger testified that both Pat Smith, the nurse who would have assumed "charge" responsibilities during Joerger's break, and Dr. Spurrier, the ER physician, denied "clearing" Gray to leave the ER. This contradicts Graby's testimony, which was that he had received "clearance" from the clinical staff (although he could not recall why he had to leave the ER). However, you should also know that Holy Spirit's lawyer told me that he anticipates that Ms. Smith would testify that Joerger is incorrect about her denial, and will testify that she gave Graby permission to leave (again without recalling why). According to Joerger, only the nurse assigned to the patient (in this case, Joerger) or the doctor should clear a guard to leave ER.

When you have had a chance to review this information, please give me or Steve Pennington a call (I will be in a deposition) at 215-557-0099. We are also interested in knowing where you are in your analysis, generally.

Thanks.

Very truly yours,



GERALD J. WILLIAMS

GJW:rap

cc: Stephen S. Pennington, Esquire

**Williams
Cuker
Berezofsky**

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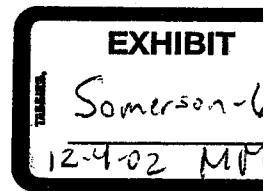
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August 28, 2002

Ira S. Somerson
Loss Management Consultants, Inc.
P.O. Box 775
Plymouth Meeting, PA 19462



Re: *Schorr v. Cumberland County, et al.*

Dear Mr. Somerson:

I enclose herewith this firm's check in the amount of \$2,500.00, in payment of your retainer, pursuant to your letter of understanding dated August 26, 2002.

As you know, in this case we represent the family of a young man who suffered from a bipolar illness. He had no history of violent behavior, despite several previous contacts with the mental health system through the "302" (involuntary commitment) process. On the day of his death, he eloped from a private hospital which served as the County's "delegate" for the processing of 302 commitments. Although he had not exhibited any overtly violent behavior, he was agitated after being placed in a locked room within the emergency department. When the "Crisis Intervention" worker opened the door in order to complete the "paperwork," he brushed past her and eloped. No security guard was in the area; the security guards who had assisted in his placement in the room had been called to another location within the hospital. After the elopement, the hospital called the police (the same policemen who had brought him there in the first place), who found him at his home. Eventually, the policemen, who were part-time, and in our view, inappropriately trained, confronted him in his home, on the second floor, in his bedroom. During a struggle, one of the policemen was wounded in his hand with his own service pistol. Our decedent fled his bedroom, only to return a few minutes later, apparently wielding pots or pans in his hand. He was shot several times and killed.

Our claims against the hospital revolve around our allegation that the decedent was "mishandled" at the hospital, and that the security in the emergency department was lacking. Furthermore, the hospital's follow-up to the elopement was, in our belief, inadequate from any

Ira S. Somerson

Page 2

August 28, 2002

perspective, including that of the policemen, who lacked information on the decedent's condition and how to handle it. All of this took place in the context of the hospital's history which, apparently, included a relatively high volume of 302 elopements — to the extent that local police departments documented the number, and that the police department in question had stopped even attempting to utilize the crisis intervention unit of the county and the hospital, because it had found the unit to be "useless." As you know, the burden of proof we must meet with respect to our claims against the hospital is that it was "grossly negligent."

A substantial amount of discovery has already taken place in this case. It is my understanding that you will inform us regarding the issues you believe should be addressed by someone with your expertise. Once you have identified these issues, we will supply you with the discovery materials relevant to them. In the meantime, I am enclosing herewith a copy of the complaint.

Please let me or my co-counsel, Steve Pennington (215-557-7112) know if you have any questions.

Many thanks.

Very truly yours,



GERALD J. WILLIAMS

GJW:rap
enclosures

cc: Stephen S. Pennington, Esquire w/o/enc.

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

.....
KEITH I. SCHORR and . No. 1:01-CV-0930
SUSAN SCHORR, .
Plaintiffs . Judge Kane
vs. .
BOROUGH OF LEMOYNE, .
BOROUGH OF WORMLEYSBURG, .
WEST SHORE REGIONAL POLICE .
DEPARTMENT, HOWARD DOUGHERTY, .
CHIEF WEST SHORE REGIONAL .
POLICE DEPARTMENT, CUMBERLAND .
COUNTY, HOLY SPIRIT HOSPITAL, .
Defendants .
.....

Deposition of : CAROL JOERGER
Taken by : Defendants
Date : October 9, 2002, 10:59 a.m.
Place : 210 Senate Avenue
Camp Hill, Pennsylvania
Before : Debra L. Heary, Notary Public
Registered Professional Reporter

APPEARANCES

WILLIAMS, CUKER & BEREZOFSKY
By: GERALD J. WILLIAMS, ESQ.

For - Plaintiffs

MONTGOMERY, McCRACKEN, WALKER & RHOADS, LLP
By: GREGORY HAUCK, ESQ.

For - Defendants West Shore Regional
Police Department, Howard Dougherty,
Chief West Shore Regional Police
Department

METTE, EVANS & WOODSIDE
By: JOHN F. YANINEK, ESQ.

For - Defendants Cumberland County and
Holy Spirit Hospital

ALSO PRESENT

Fran Charney, RN, Director Risk Management

I N D E X
WITNESS

CAROL JOERGER	<u>Examination</u>
By Mr. Williams	4, 41
By Mr. Hauck	38

EXHIBITS

Joerger Deposition	
<u>Exhibit Numbers</u>	<u>Page</u>
1 Event report form	9
2 Typed statement	9

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STIPULATION

It is hereby stipulated by and between counsel for the respective parties that sealing, certification and filing are hereby waived; and all objections except as to the form of the question are reserved to the time of trial.

CAROL JOERGER, called as a witness, being duly sworn, testified as follows:

EXAMINATION

BY MR. WILLIAMS:

Q. Miss Joerger--

A. You can call me Carol.

Q. Carol, my name is Gerry Williams. And I represent the family of Ryan Schorr in this case, which has been filed against Holy Spirit and some others. Have you ever given a deposition before?

A. No.

Q. Let me just give you some very basic rules so that it will go as quickly and easily as possible. I'm going to ask you some questions. These other gentlemen may also ask you some questions if they choose.

Our questions and your answers are being

Exam./Williams - Joerger

5

1 taken down by the court reporter. Your answers
2 are under oath, as you realize.

3 And the whole process altogether is a
4 deposition, which is a form of testimony just
5 as you might give in court but it's not in
6 court. But it has the same seriousness. Do
7 you understand that, first of all?

8 A. Yes.

9 Q. And in order to make it-- Since we want--
10 We're making a record of your testimony so that
11 we can use it later either to prepare for trial
12 or at trial itself. We want the record to be
13 clear. So basically, here are some rules of
14 thumb to follow.

15 If you don't hear a question or don't
16 understand a question, let the lawyer know and
17 we'll be glad to correct it so that you do hear
18 the question and do understand it. Is that
19 okay?

20 A. Sure. Yes.

21 Q. And answers like I don't remember or I don't
22 recall are perfectly fine. We're not asking--
23 It's not a test. We're just asking for your
24 best and honest recollection of events that
25 you're asked about. Do you understand that?

Exam./Williams - Joerger

6

1 A. Yes.

2 Q. As with the last witness, your deposition is
3 going to be pretty short, I think, but you can
4 take a break any time you want. Just let me
5 know. Okay?

6 A. Okay.

7 Q. One thing that's a little harder with some
8 lawyers than others is try to wait until the
9 question is finished before you start your
10 answer so we don't drive the court reporter
11 insane. Okay?

12 A. Okay.

13 Q. Because if we talk over each other, that's what
14 will happen. And then she'll yell at us. All
15 right?

16 A. Okay.

17 Q. And you need to give all of your answers in
18 words not shakes of your head or even uh-huhs
19 or huh-uhs, things you use in ordinary
20 conversation. And again, that's because the
21 record is going to be a paper record. And we
22 want to be able to interpret it properly later.
23 Okay?

24 A. Okay.

25 Q. All right. Now, Carol, we understand from some

Exam./Williams - Joerger

7

1 documents that have been given to us and some
2 previous testimony that you were on duty at
3 Holy Spirit on Saturday, November 18th, which
4 is the day that Ryan Schorr was in the
5 emergency room at Holy Spirit Hospital. Is
6 that accurate, first of all?

7 A. That's correct.

8 Q. And in what capacity were you working on that
9 day?

10 A. I was actually the charge nurse that day.

11 Q. And what does it mean to be the charge nurse?

12 A. The charge nurse basically -- responsibilities
13 are you usually have, like, five other nurses
14 working with you. And you kind of, even though
15 they're responsible for their patients that
16 they get, the charge nurse also gets some
17 patients, too.

18 You're-- Basically, you oversee anything
19 that comes down in the ER. Like, the decisions
20 are made by me, because I'm responsible for
21 basically everybody in the department. So
22 that's what a charge nurse is.

23 Q. And do you serve as the charge nurse on some
24 kind of rotating basis or is it by seniority or
25 on some other basis?

Exam./Williams - Joerger

8

1 A. Actually, it's by experience. There's only a
2 few of us who actually do the actual charge
3 nurse, not everybody gets -- because not
4 everybody is qualified to be a charge nurse.
5 So it's by your experience and how you get
6 along with your staff members.

7 Q. All right. And are you always the charge nurse
8 when you're on duty or does someone decide
9 who's the charge nurse on a particular shift?

10 A. No. I have my other charge nurse. If she's
11 on, then she's actually the charge nurse. But
12 when she's off, I'm actually her charge relief.

13 Q. I understand. Who is the other charge nurse?

14 A. Annie Breustch.

15 Q. How do you spell-- Is that a he or she?

16 A. It's a she.

17 Q. Okay. How do you spell her last name?

18 A. It's B-r-e-u-s-t-c-h.

19 Q. And I see from your ID patch you're a
20 registered nurse?

21 A. Yes.

22 Q. And you're assigned to the emergency room at
23 Holy Spirit?

24 A. Correct.

25 Q. And that was also the case back in November

Exam./Williams - Joerger

9

1 2000?

2 A. Right.

3 Q. How long have you been an RN?

4 A. Almost 19 years.

5 Q. And how long have you worked at Holy Spirit?

6 A. 16 years.

7 Q. And how long have you been assigned to the
8 emergency room at Holy Spirit?

9 A. Going on almost 11.

10 Q. All right.

11 MR. WILLIAMS: Now, I guess we'll make it
12 easier if I ask the court reporter to mark
13 these two documents Joerger 1 and 2.

14 (Joerger Exhibit #1 and #2 were marked for
15 identification.)

16 BY MR. WILLIAMS:

17 Q. I've put two exhibits in front of you, Ms.
18 Joerger. And I guess I'll ask you first of all
19 to give me a kind of, if you can, a generic
20 identification of them beginning with Exhibit
21 1. What is that document?

22 A. This is actually a -- what we call a PERFs
23 form, like, a Miix it's called. Anytime
24 anything happens in the actual emergency room
25 or in the hospital pertaining to a person, you

Exam./Williams - Joerger

10

1 just want to have some type of documentation
2 for -- just basically for the record of just
3 briefly what happened.

4 Q. I understand. And this particular Miix form or
5 event report form, as it's titled, did you
6 complete this?

7 A. Yes.

8 Q. All right. Now, what is Exhibit 2?

9 A. Exhibit 2 is -- I was asked by the police,
10 after everything was said and done with Ryan,
11 to write up a little bit of a synopsis of what
12 happened from the morning until the end that I
13 had dealt with him.

14 Q. And is that what Exhibit 2 is?

15 A. Right. Correct.

16 Q. And did you, yourself, type this up?

17 A. Yes.

18 Q. So just as far as their time relationship is
19 concerned, which came first, 1 or 2?

20 A. One.

21 Q. And maybe I'll try to be a little more specific
22 with you.

23 A. Okay.

24 Q. Can you tell me when Exhibit 1 was prepared?

25 A. Oh, that was probably prepared at -- from the

Exam./Williams - Joerger

1

1 minute that he was -- left the emergency room,
2 after everything was taken care of, and then I
3 had taken this out. This would be the last
4 thing that you would do.

5 Q. I understand. So "he", of course, is Ryan
6 Schorr?

7 A. Ryan Schorr.

8 Q. And you would have prepared Exhibit 1 right
9 after he eloped, for lack of a better term?

10 A. Right. Correct.

11 Q. Now, Exhibit 2, when approximately was that
12 prepared?

13 A. Well, I had gone home, actually, because I
14 believe my shift was over because I was just
15 working 7 to 3. And I had received a phone
16 call from somebody -- I don't recall who it was
17 -- telling me what had happened.

18 So I had come back in on my own. And so
19 this probably was written up probably around, I
20 would say, 4 or 5:00.

21 Q. On the same day?

22 A. Correct.

23 Q. But later in the day?

24 A. Right.

25 Q. And as you said at the request of the police?

Exam./Williams - Joerger

12

1 A. Yes.

2 Q. Do you recall which police agency asked you to
3 do this?

4 A. You know what, I really don't recall. I don't
5 recall at all. I don't remember his name.

6 Q. That's fine. But do you know if he worked for
7 the West Shore police or some other department
8 or for the county?

9 A. I want to say-- I think he was more of a
10 detective than he was-- It wasn't West Shore
11 Regional Police, I do remember that.

12 Q. All right. And it was not a uniformed police
13 officer?

14 A. No, not a uniformed police.

15 Q. Now, first of all, let me ask you this
16 question. Apart and independent of these
17 documents that I've put in front of you, do you
18 have your own recollection of your encounters
19 or observations of Ryan Schorr back on November
20 18th, 2000?

21 A. Just a little bit. You know, I did have to
22 read this to kind of remind me. But it all
23 fell into -- as soon as I read it.

24 Q. That's fair enough. That's perfectly fine.
25 Let me ask you, you know, as you sit here

Exam./Williams - Joerger

1 today, what do you recall about what I'll call
2 "the Ryan Schorr incident" from the beginning
3 of your involvement?

4 A. Do you mean, like, how he was behaving?

5 Q. Yes, everything. Let me be smarter and break
6 it down a little bit. When did you first see
7 Ryan Schorr on November 18th?

8 A. I saw Ryan Schorr as he was walking with the
9 police going towards Room 17.

10 Q. And that is when he was first brought in
11 roughly?

12 A. Correct. Right.

13 Q. And did you make any observations at that time?
14 How was he behaving?

15 A. Fine. He was fine. He had no handcuffs on.
16 He was walking-- I don't really recall. He
17 was walking. I do know he was walking freely
18 on his own.

19 Q. Meaning the police didn't have their hands on
20 him; is that correct?

21 A. Yes, that is correct.

22 Q. Now, at that stage, did you have any
23 conversations with Ryan Schorr?

24 A. I didn't have any conversations with him until
25 he was escorted into Room 17.